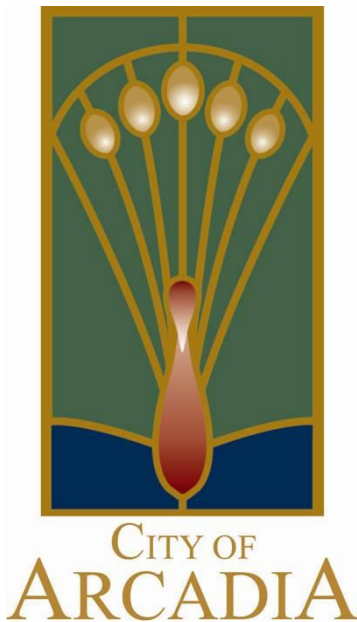


# **CITY OF ARCADIA**

## **FRINGE BENEFITS RESOLUTION**

**CITY COUNCIL, EXECUTIVE MANAGEMENT,  
MANAGEMENT, AND UNREPRESENTED EMPLOYEES  
OF THE CITY OF ARCADIA**



**APRIL 1, 2014 – JUNE 30, 2018**

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## **SECTION 1. PURPOSE**

The Fringe Benefits Resolution is a consolidation of previously adopted resolutions concerning City Council, Executive Management, Management, and Unrepresented Employees. Resolution No. 7080 sets forth the Agreement regarding wages, hours, and other terms and conditions of employment for employees within these classifications and provides paid sick leave for Part-Time Unrepresented Employees pursuant to AB1522.

## **SECTION 2. DEFINITIONS**

As used herein and in the general salary resolution, the following terms shall have the following meanings:

“Classification” shall mean a group of positions having sufficiently similar duties, responsibilities, and qualifications to be designated by the same descriptive title, and as to which the same salary range may be made to apply with equity.

“Employee” shall mean a full-time budgeted employee of the City of Arcadia.

“Employment Date” shall mean the period of continuous full-time employment from and after such employment date shall be used in computing longevity pay, sick leave, and vacation and shall be the starting point for determining salary step increases.

“Executive Management Employee” shall mean an unrepresented management Employee who is the head of a City Department. Employees who are in the Classification of Development Services Director, Public Works Services Director, Administrative Services Director, Recreation and Community Services Director, Library and Museum Services Director, Assistant City Manager, and similar

Classifications as they may be added or amended over time shall be considered Executive Management Employees in the Miscellaneous category. Employees who are in the Classification of Police Chief, Fire Chief, and similar Classifications as they may be added or amended over time shall be considered Executive Management Employees in the Safety category. Also known as "Department Director".

"Management Employees" shall mean those full-time Employees having responsibility for formulating, administering, or managing the implementation of City policies who are unrepresented and who are not Executive Management Employees. Typical Employees in the Classification of Management Aide, Recreation Supervisor, Human Resources Analyst, Crime Analyst, Maintenance Contracts Officer, Police Records Manager, Senior Human Resources Analyst, Senior Management Analyst, Transportation Services Manager, Assistant Director of Recreation and Community Services, Chief Deputy City Clerk/Records Manager, Communications Marketing & Special Projects Manager, Accounting Supervisor, General Services Superintendent, Library Services Manager, Utilities Superintendent, Principal Civil Engineer, Building Official, Fire Marshal, Economic Development Manager, Financial Services Manager/Treasurer, Human Resources Administrator, Community Development Administrator, Deputy Director of Development Services/City Engineer, and similar Classifications as they may be added or amended over time shall be considered Management Employees in the Miscellaneous category. Typical Employees in the Classification of Police Lieutenant, Fire Battalion Chief, Deputy

Fire Chief, Police Captain, and similar Classifications as they may be added or amended over time shall be considered Management Employees in the Safety category.

“Miscellaneous Employees” shall mean those employees who are not involved in law enforcement, fire suppression, the protection of public safety, or employed in a position designated by law as local safety. “Part-Time Unrepresented Employees” shall mean a part-time employee who is at-will and not deemed an Executive Management, Management, Unrepresented Confidential, or Unrepresented Employee. Typical Employees in the Classification of Library Aide I/II, Activity Leader I/II, Laborer, Police Cadet, Administrative Intern, Camp Manager, Fire Prevention Aide, Recreation Specialist, Volunteer Services Coordinator, Reserve Police Officer I/II and similar classifications as they may be added or amended over time shall be considered part-time unrepresented. This excludes the position of Law Enforcement Recruit.

“Recognized Employee Organization” means an Employee organization which has been formally acknowledged by the City as the Employee organization that represents Employees in designated classifications in an appropriate representation unit.

“Safety Employees” shall mean those employees who are involved in law enforcement, fire suppression, the protection of public safety, or who are employed in a position designated by law as local safety.

“Salary Advancement” shall mean an increase in salary from current step to a higher step within the same salary range based upon performance and continuous service in the same class.

“Unrepresented Confidential Employee” shall mean any benefitted Employee (receiving CalPERS and a benefit allowance) that is not an Executive or Management Employee, is not represented by a recognized Employee organization, and typically handles confidential matters as a course of their job duties. Classifications in this group include Executive Assistant assigned to the City Manager’s Office, Human Resources Technician, and similar Classifications as they may be added or amended over time (referred to as Confidential herein).

“Unrepresented Employee” shall mean any Employee that is not an Executive or Management Employee and is not represented by a recognized Employee organization. This includes the position of Law Enforcement Recruit.

### **SECTION 3. COMPENSATION**

The salary schedules for Classifications covered by this resolution are set forth in Exhibit A and incorporated herein. The City agrees to increase base salaries of Executive Management, Management, and Unrepresented Confidential Employees covered by this resolution by 2.0% effective April 1, 2014, 2.0% July 1, 2015, 2.0% July 1, 2016, and 2.5% July 1, 2017.

### **SECTION 4. SALARY STEP ADVANCEMENT**

- a) The advancement through the salary steps shall be based upon performance and continuous service in the same classification. The percentage between steps is approximately 2.5%. Employees will advance in their rates of

compensation two steps (approximately 5.0%) on their anniversary dates. The following schedule is the continuous service time required for each step:

A Step to C Step: 6 months

All other Steps: 12 months

For Department Heads reporting directly to the City Manager, the advancement through the salary steps shall be based on performance without regard to the continuous service time requirements cited above. The rate of advancement shall be from 0 to 7.5%, or no movement to a maximum of three steps. Pursuant to the City Charter Section 809, evaluation of the Library and Museum Services Director shall be by the Library Board; however, the City Manager shall provide input into the process.

- b) Salary step advancements may be withheld or delayed by the appointing authority if an Employee's performance does not merit such advancement.
- c) With the approval of the City Manager, an Employee may be hired at any step within the salary range applicable to the position.
- d) The City Manager shall have the authority to advance an Employee's salary step within that Employee's salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.

#### **SECTION 5. PROMOTIONAL STEP ADVANCEMENT**

- a) When an Employee is promoted, their pay shall advance to the lowest salary step in the higher salary classification range such that it will provide not less than



a 5% increase in compensation, unless the top step in such range provides less than a 5%, or two step, increase.

- b) When an Employee is promoted to a higher classification, the date of the promotion shall be used in determining the date of the future step increases.

#### **SECTION 6. OVERTIME**

- a) When necessary to perform essential work, a Department Director may require Management and Unrepresented Employees to work at any time other than during regular working hours until such work is accomplished. Management and Executive Management Employees are generally considered positions that are exempt from standard overtime rules. Job specifications for each Classification shall clearly state whether the position is considered exempt. Employees that are not exempt from standard overtime rules and are required to work hours which cause the Employee to be in a work status in excess of 40 hours in a designated work week shall be paid at the rate of time and one-half the Employee's regular rate of pay. The Department Director may permit an Employee to accumulate compensatory time in lieu of paid overtime; however, the Employee shall not be permitted to accumulate more than 100 hours of compensatory time at any time.
- b) Fire Battalion Chiefs working in excess of a 56 hour work week shall receive overtime at straight time for operational assignments as defined by the Fire Chief, and are eligible for Management Leave. No other Management Employees are eligible to receive any form of overtime compensation for additional hours worked, except as stated in Section 8.

## **SECTION 7. RETIREMENT**

### **a) EMPLOYEES HIRED BEFORE JULY 1, 2011**

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. Miscellaneous Employees - 2.5% @ 55 retirement formula (Government Code §21354.4); Public Safety Employees - 3% @ 50 retirement formula (Government Code §21362.2);
2. Single highest year final compensation (Government Code §20042);
3. Post Retirement Survivor Continuance;
4. Credit for Unused Sick Leave (Government Code §20965);
5. 1959 Survivors Benefit for which each Employee contributes ninety-three cents (\$.93) per pay period;
6. Third level 1959 Survivors Benefit allowance (Government Code §21573);
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the Employee is responsible for paying for this benefit; The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
8. Provided the Employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;

9. Special compensation items shall be reported to CalPERS in accordance with applicable law;
10. Employees shall make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The Employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and the provisions set forth herein will be reviewed by the City Manager and City Council. The cost sharing arrangement will be implemented as follows:

Miscellaneous Employees: Employees will pay seven percent (7%) of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS, and said amount will be allocated to the employer's account.

Public Safety Employees: Employees will pay nine percent (9%) of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS, and said amount will be allocated to the employer's account.

11. In addition to the foregoing cost sharing payments, Miscellaneous Employees shall continue to pay one percent (1%) of the member contribution to CalPERS.

12. The City shall continue to pay the cost of the Employees' member contribution (EPMC) to CalPERS in the amount of seven percent (7%) for Miscellaneous Employees and nine percent (9%) for Public Safety Employees and shall continue to report that as additional compensation pursuant to §20636(c)(4) of the Government Code. Further, said amount will be allocated to the Employee's retirement account.

13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees will split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit, which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety Employees. The cost-sharing arrangement will be implemented as follows:

Miscellaneous Employees: Employees will pay one hundred thirty eight thousandths of a percent (0.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one

hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

Public Safety Employees: Employees will pay one hundred ten thousandths of a percent (0.110%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred ten thousandths of a percent (0.110%) of PERSable compensation to CalPERS retirement.

b) EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011, OTHER THAN NEW  
CalPERS MEMBERS HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 60 retirement formula (Government Code §21363.1); Public Safety Employees - 3% @ 55 retirement formula (Government Code §21363.1);
2. Three (3) year average final compensation period (Government Code §20037);
3. Post Retirement Survivor Continuance;
4. Credit for Unused Sick Leave (Government Code §20965);
5. 1959 Survivors Benefit for which each Employee contributes ninety-three cents (\$.93) per pay period;
6. Third level 1959 Survivors Benefit allowance (Government Code §21573);

7. Military service credit as public service option (Government Code §21024).  
The Employee is responsible for paying for this benefit; The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
8. Provided the Employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
9. Special compensation items shall be reported to CalPERS in accordance with applicable law;
10. Miscellaneous Employees will pay the full seven percent (7%) member contribution to CalPERS via payroll deduction; Public Safety Employees will pay the full nine percent (9%) member contribution to CalPERS via payroll deduction.
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548).  
Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the Employees will be notified and this provision shall be reviewed by the City Manager and City Council.

Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:

Miscellaneous Employees: Employees will pay one hundred thirty eight thousandths of a percent (0.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (0.138%) of PERSable compensation to CalPERS retirement.

Public Safety Employees: Employees will pay one hundred ten thousandths of a percent (0.110%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred ten thousandths of a percent (0.110%) of PERSable compensation to CalPERS retirement.

c) NEW CalPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 62 retirement formula (Government Code §7522.20); Public Safety Employees – 2.7% at age 57 retirement formula (Government Code §7522.25(d));
2. Three (3) year average final compensation period (Government Code §20037);
3. Post Retirement Survivor Continuance;

4. Credit for Unused Sick Leave (Government Code §20965);
5. 1959 Survivors Benefit for which each Employee contributes ninety-three cents (\$.93) per pay period;
6. Third level 1959 Survivors Benefit allowance (Government Code §21573);
7. Military service credit as public service option (Government Code §21024).  
The Employee is responsible for paying for this benefit; The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
8. Provided the Employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
9. Special compensation items shall be reported to CalPERS in accordance with applicable law;
10. Miscellaneous Employees will pay 50% of the normal cost, currently at six and three quarters percent (6.75%), for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30);
11. Public Safety Employees will pay 50% of the normal cost, currently at twelve percent (12%), for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30);
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548).  
Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax



deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:

Miscellaneous Employees: Employees will pay one hundred thirty eight thousandths of a percent (0.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (0.138%) of PERSable compensation to CalPERS retirement.

Public Safety Employees: Employees will pay one hundred ten thousandths of a percent (0.110%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred ten thousandths of a percent (0.110%) of PERSable compensation to CalPERS retirement.

- d) City Council, Executive, and Management Employees shall have access to the City's established 457 Deferred Compensation Program and the IRC 401(a) defined contribution plan. All administration costs associated with the 401 (a) plan shall be paid by the City.

## **SECTION 8. SPECIAL ASSIGNMENT PAY**

- a) Employees in the classifications of Police Captain and Police Lieutenant assigned to outside reimbursable special details (as approved by the City Manager), including but not limited to race track traffic control duties, shall be compensated at 6 hours of straight time at the rate of a top step Police Sergeant with an Advanced Post Certificate and Special Assignment Pay (currently 5%).
- b) A Battalion Chief in the Fire Department, assigned to the position of Battalion Chief/Fire Marshal in the Fire Prevention Division shall receive an additional 10% of pay per pay period in addition to their base salary during the period of the assignment as Battalion Chief/Fire Marshal.

## **SECTION 9. STABILITY PAY/LONGEVITY PAY**

- a) Stability Pay

This feature of the Pay Plan was intended to encourage stability of employment by recognizing years of service with compensation. The plan pays \$25 per year for each year of consecutive service up to a maximum of twenty (20) years of service. Management Employees that were hired before July 1, 1982, and have five (5) years of consecutive service are eligible for Stability Pay. All Management Employees hired on or after July 1, 1982, are not eligible for stability pay. The following schedule is used to calculate Stability Pay:

<u>Completed Years of Service</u>	<u>Amount</u>
20	\$500

Cash stability payments are made once a year between December 1 and December 10 only to Employees on the payroll as of December 1. Stability

payments will be paid on a pro-rata basis to those Employees that retired or are laid off prior to December 1, provided they meet all eligibility requirements.

b) Longevity Pay

Effective January 1, 2009, a Longevity Pay benefit will be provided to Executive, Management, and Confidential Employees based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5 – 9 Years	\$42.02
10 – 14 Years	\$63.04
15 Years and beyond	\$84.06

The Longevity Pay benefit is effective the pay period an Employee reaches 5, 10, or 15 years of continuous employment with the City.

**SECTION 10. ACTING PAY**

- a) A Management or Confidential Employee who is required, in writing, to work more than 5 working days in a higher classification, which is vacant due to sick leave, family medical leave, injury leave, vacation leave, termination, retirement, or for any other reason as approved by the City Manager, shall receive the following acting pay retroactive to the first day of the assignment:

1. Five (5) percent above their current rate of pay or A step of the higher classification, whichever is higher; or any step within the classification as approved by the City Manager; or
2. Should such percentage exceed the top step of the range for the higher classification, the Employee shall receive compensation at the top step of the higher classification.

3. Nothing contained herein shall apply to an Employee who is being trained by the City to qualify for a higher classification or who temporarily assumes some of the duties of a higher position.

If an acting assignment exceeds or is expected to exceed thirty (30) calendar days, the acting Employee will receive the fringe benefits of said position for the duration of the assignment as applicable and as determined by the City Manager.

#### **SECTION 11. TUITION REIMBURSEMENT**

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below. To qualify for tuition advancement/reimbursement, a Tuition Loan/ Reimbursement Form must be submitted and pre-approved by the Employee's Department Head and Human Resources Administrator, before the course(s) begin.

Tuition loan or reimbursement shall only be for "job-related" courses, specialized training, or degree programs that are directly related to the Employee's position as determined by the City Manager or designee.

The Tuition Loan/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum loan or reimbursement amount shall be \$4,126 for undergraduate courses and \$5,062 for graduate courses per fiscal year. Eligible fees include tuition, on campus parking fees, and textbooks. All other fees are subject to approval by the City Manager. School supplies are not reimbursable.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the Employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any Employee who voluntarily retires or terminates employment or is terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An Employee who separates employment and who received tuition advancement and did not complete a class or classes within one (1) year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Loan Agreement. Employees who retire on a Disability or Industrial Disability Retirement or are laid off shall not be required to refund tuition fees under this provision.

The City reserves the right to investigate any school and approve or disapprove it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training, or degree programs determined by the City Manager to be non-job related.

## **SECTION 12. UNIFORMS**

- a) At the beginning of the fiscal year, Employees in the classification of Police Chief, Police Captain, and Police Lieutenant shall receive a check in the amount of

\$750 for the purchase of safety equipment in lieu of being reimbursed for these items. Safety equipment and the amount provided of \$750.00 are not reported as special compensation to CalPERS. Additionally, \$647 annually shall be reported to CalPERS as special compensation for Uniform Allowance. Said uniform allowance is incorporated in the Employee's base salary figure listed in Exhibit A. This amount shall be prorated if hired or promoted after the start of the fiscal year.

- b) Uniform allowance of \$655 annually will be reported to CalPERS as special compensation for Employees in the classification of Fire Chief, Deputy Fire Chief, and Battalion Chief. This amount shall be prorated if hired or promoted after the start of the fiscal year. Said uniform allowance is incorporated in the Employee's base salary figure listed in Exhibit A.
- c) Additionally for the duration of the Agreement, Uniforms shall be provided to Management Employees currently receiving uniforms under the same conditions specified in Department Policy. The City shall continue to report an amount up to \$170.56 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law.

"New Members" as defined under the Public Employee's Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

### **SECTION 13. AUTO ALLOWANCE**

Subject to the City Manager's sole discretion, Executive Management Employees may receive either a City provided vehicle or an auto allowance of up to \$350 per month, depending on duties and requirements of the position. Any benefits provided

under this section are considered taxable per IRS Code. See IRS Publication 463, Travel, Entertainment, Gift, and Car Expenses for more information concerning taxation of this benefit.

#### **SECTION 14. MILEAGE**

Mileage is reimbursed for travel in connection with City business and shall be paid in accordance with the prevailing IRS rate. Prior approval must be obtained from the immediate supervisor or Department Head. If travel is required frequently during a month, reimbursement shall be made once per month. Completed mileage forms shall be submitted to the Department Head consistent with the applicable administrative policy. Except as expressly authorized by the City Manager, Employees receiving an Auto Allowance described in Section 13 will not qualify for mileage reimbursements described herein.

#### **SECTION 15. HEALTH/DENTAL/VISION**

- a) Health, Dental, and Vision benefits will be provided to City Council, Executive, Management, and Unrepresented Confidential Employees as follows:

**Health / Dental / Vision Benefit Allowance (per Month)**

<b>Classification</b>	<b>Effective April 1, 2014</b>	<b>Effective July 1, 2015</b>	<b>Effective July 1, 2016</b>
<b>Miscellaneous Executive Management</b>	\$ 1,250	\$ 1,327	\$ 1,404
<b>Public Safety Management &amp; Public Safety Executive Management</b>	\$ 1,173	\$ 1,189.50	\$ 1,222.50
<b>Miscellaneous Management</b>	\$ 1,216	\$ 1,259	\$ 1,302
<b>Unrepresented Confidential Employees</b>	\$ 897	\$ 934	\$ 972

The City shall pay up to the maximum allowance per month per Employee. If the City's contribution exceeds the cost of Employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the Employee in cash or a combination of both. The Employee has the option of having any amount in excess of the premium contributed to the Employee's account in the City's deferred compensation plan instead of receiving cash. Dependent enrollment will require proof of eligibility for dependent status such as marriage, birth and adoption certificate.

- b) The City shall provide City Council, Executive, Management and Confidential Employees with the option to participate in the City's Section 125 Cafeteria Plan in lieu of the contributions provided in Section A. as follows:
1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) ("**Minimum Contribution**") per month per Employee for health insurance.
  2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
  3. Optional Benefits: Subject to the mandatory contributions to the CalPERS Health Program minimum contribution and the mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, , the City shall contribute the remaining amount of Employee's health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

**Health / Dental / Vision Benefit Allowance (per Month)**

<b>Classification</b>	<b>Effective April 1, 2014</b>	<b>Effective July 1, 2015</b>	<b>Effective July 1, 2016</b>
<b>Miscellaneous Executive Management</b>	\$ 1,250	\$ 1,327	\$ 1,404
<b>Public Safety Management &amp; Public Safety Executive Management</b>	\$ 1,173	\$ 1,189.50	\$ 1,222.50



<b>Miscellaneous Management</b>	\$ 1,216	\$ 1,259	\$ 1,302
<b>Unrepresented Confidential Employees</b>	\$ 897	\$ 934	\$ 972

The Employee may receive this amount in cash or may elect to use coverage for themselves or their dependents for City- approved benefits options, including but not limited to, dental insurance, supplemental life insurance, optional long term disability insurance, or to their deferred compensation plan. Any monies received in cash will be considered as taxable income. The Employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and/or adoption certificates.

4. The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.
- c) For the classification of Law Enforcement Recruit, the City shall pay toward the monthly health and dental insurance premium cost of a City health insurance plan to each Employee enrolled in a health and dental insurance plan, provided the City's contribution does not exceed the cost for insurance. City contributions will be as follows:

- i. Effective April 1, 2014: \$462.00

- ii. Effective July 1, 2015: \$478.50
- iii. Effective July 1, 2016: \$511.50

If the City's contribution exceeds the cost of Employee only coverage, the difference may be contributed toward the cost of dependent coverage or paid in cash or to the Employee's account in the City's Deferred Compensation Plan, at the Employee's option. If the premium cost of a health and dental plan exceeds the City's contribution, the Employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City. Law Enforcement Recruits shall be allowed to participate in the Optional Benefits Plan.

#### **SECTION 16. LIFE INSURANCE**

- a) The City shall provide the City Council with Group Term Life and AD&D insurance in the amount of \$35,000.
- b) Executive and Management Employees shall be provided Group Term Life and AD&D insurance equal to their annual salary rounded off to the nearest (next highest) one thousand dollars, plus an additional \$25,000 Term Life and AD&D policy.
- c) The City shall provide Confidential and Unrepresented Employees with Group Term Life and AD&D insurance in the amount of \$25,000.
- d) An optional Employee-paid Group Term Life insurance policy shall be offered to all full-time Executive, Management, Confidential, and Unrepresented Employees. Employees may purchase an amount of insurance up to the lesser of \$750,000 or 5 times the Employee's annual salary in \$10,000 increments.

Employees may cover their spouse up to \$500,000 in multiples of \$5,000. Dependent children may be covered up to \$10,000 in multiples of \$2,500. A reduction in coverage generally begins at age 70 for all policies.

**SECTION 17. LONG TERM DISABILITY INSURANCE**

- a) The City shall provide Executive, Management, and Confidential Employees with Group Long Term Disability Insurance. If an Employee becomes disabled, the City paid coverage will pay the Employee 50% of the first \$2,600 of their basic monthly earnings, subject to a maximum of \$1,300 per month (waiting period required).
- b) An optional Employee-paid Group Long Term Disability “buy-up benefit” shall also be offered to Executive, Management, and Confidential Employees. By electing to purchase the “buy-up benefit” Employees may increase the benefit percentage to 60% of their basic monthly earnings up to \$8,000 per month.
- c) Executive and Management Employees will receive 0.5% of their annual salary that may be used to buy additional long term disability insurance from the City’s provider to achieve up to \$8,000 per month maximum long term disability benefits coverage. If the Employee does not desire additional long-term disability or there is a portion of the 0.5% remaining, the Employee may apply part of or all of this 0.5% of annual salary benefit to the Employee’s deferred compensation account with the City’s deferred compensation program, or take this amount as additional compensation.

## **SECTION 18. RETIRED HEALTH INSURANCE**

### a) **RETIREE MEDICAL - EMPLOYEES HIRED BEFORE JULY 1, 2011**

Tier II Retirees. Except as noted below, for Employees hired before July 1, 2011, and retiring from the City on or after January 1, 2012 ("**Tier II Retirees**"), the City agrees to provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier II Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., Employee Only or Employee + Spouse) in the amount of **\$505.63** for Employee Only or **\$1,011.26** for Employee + Spouse.

Exception: Effective April 1, 2014, Tier II retired Public Safety Employees in the Executive and Management classifications will receive monthly premiums in an amount not to exceed **\$605.63** for Employee Only and **\$1,111.26** for Employee + Spouse.

The Premium Payment shall be payable in the following form: (1) **Public Employees' Medical and Hospital Care Act** ("PEMHCA") Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to difference between the cost of the plan in which the Tier II Retiree enrolls, subject to the foregoing cap, and the PEMHCA Minimum contribution ("**Reimbursement**"). If a retiree enrolls in a more expensive plan, they will be responsible for payment of any premium in excess of the capped amount. The Reimbursement shall cease for the Tier II Retiree upon eligibility for Medicare coverage, and the Reimbursement shall cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Tier II Retirees must be “eligible retirees” in order to receive the benefits described in this paragraph.

In order to qualify as eligible for retiree medical premium Reimbursement, Executive Management Employees who retire from the City on a service, disability, or industrial disability retirement must have a minimum of 15 years of public service, of which at least 5 continuous years of service are with the City of Arcadia.

In order to qualify as eligible for retiree medical premium Reimbursement, Management and Confidential Employees who retire on a service, disability, or industrial disability retirement must have a minimum of 1,000 hours of accumulated sick leave at the date of retirement, except for Fire Safety Management Employees, who shall have a minimum of 1,500 hours.

Payment will cease for the eligible retiree once the Employee is eligible for Medicare coverage. Payment will cease for the spouse upon eligibility for Medicare coverage or after 15 years, whichever occurs first.

In order to be eligible for retiree health coverage, the Employee, and if applicable, the Employee’s spouse, must be enrolled in a City-sponsored health plan as of the retiree’s last day of work and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS. In the event an eligible retiree or spouse is unable to secure coverage under the City’s health insurance plan, the City agrees to reimburse the retiree for the cost of alternative coverage up to the cost of the Employee Only, or if applicable Employee + Spouse, health insurance monthly premium of \$505.63 for Employee Only or \$1,011.26 for

Employee + Spouse, except for those Employees who are in the Executive Public Safety and Public Safety Management Classifications, which shall receive up to the maximum of \$605.63 for Employee Only and \$111.26 for Employee + Spouse. To obtain reimbursement from the City, the retiree must submit sufficient proof to the City that they have obtained alternative coverage and have made the necessary premium payments. The retiree shall also notify the City immediately if such alternative coverage is cancelled or otherwise ceases. The retiree shall solely be responsible for obtaining and maintaining such alternative coverage.

A Management or Confidential Employee who has fewer than 1,000 hours of accumulated sick leave at the date of retirement (or less than 1,500 hours for Fire Safety Management) may become eligible for the retiree health benefit by paying the City an amount equal to the Employee's daily pay rate at the time of retirement times the number of hours needed to meet the 1,000 hours of accumulated sick leave requirement with the following restrictions:

- i. The Employee must have reached age 55 (50 for Fire Safety Management). This requirement is not applicable if the Employee is retiring due to disability or industrial disability retirement; and
- ii. The Employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
- iii. The Employee would be limited to purchasing a maximum of 350 hours of sick leave (525 hours for Fire Safety Management) provided, however, upon verification of information from a qualified medical provider that an

Employee has substantially depleted the Employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the Employee or a family dependent living in the Employee's household, this purchase limitation of 350 hours will be excused.

b) **RETIREE MEDICAL - EMPLOYEES HIRED ON OR AFTER JULY 1, 2011**

Tier III Retirees. For Employees hired on or after July 1, 2011, that retire from the City and who remain enrolled in a CalPERS health plan after retirement ("**Tier III Retiree**"), the City will pay no more than the PEMHCA Minimum contribution. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

**SECTION 19. PHYSICAL EXAMINATIONS – MANAGEMENT**

Miscellaneous Executive and Management Employees shall receive a City-paid biannual comprehensive physical medical examination. Public Safety Executive Management and Management Employees shall receive the physical annually. The City shall establish the terms and conditions of the physical examination.

**SECTION 20. LEAVES OF ABSENCE**

a) **Miscellaneous Leaves of Absence**

Upon the written request of an Employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant leaves of absence with or without pay, subject to the following restrictions:

1. Length. Leave of absence with or without pay may be granted for a period not to exceed one (1) year with the exception that military leaves may be

granted for the duration of a war or national emergency or as required by the Military and Veteran's Code.

2. Reason. A leave of absence may be granted, provided the Employee meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of his service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return. The granting of a leave of absence without pay confers upon the Employee the right to return to their classification before or at the expiration of their leave of absence. Therefore, a leave of absence shall be granted only to an Employee who intends to return to their classification with the City. An Employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.
4. Service Record. A request for leave of absence will not be considered unless the Employee presenting the request has a satisfactory service record.
5. An Employee granted a leave of absence may be required by the appointing power or the City Manager to obtain and present a fitness for duty certification from a health care provider that the Employee is able to resume work. Failure to provide such certification will result in denial of restoration.
6. The granting of a leave of absence of thirty (30) days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than thirty (30) days shall constitute an interruption of service unless, in the



action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.

7. The City shall continue to provide health, dental, life, and disability insurance for an Employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the Employee who wishes to continue any insurance coverage beyond the 30 calendar days to notify Human Resources of their intent to continue coverage and remit the full monthly premium for any coverage to the Administrative Services Department. However, if an Employee has accrued leaves and uses a minimum of 40 hours of leave per pay period, the City will continue normal health insurance contributions. The aforementioned leaves must be permissible with the specific use requirements of such leave.

b) Family Care and Medical Leaves

Upon the written request of an Employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant Family Care & Medical Leaves. In accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), the City of Arcadia will provide family and medical leave for eligible Employees. The leave policy is formally set out in the City's *Family Medical Leave Administration Manual*.

In order to be eligible for leave, an Employee must be employed in a full-time status for over 12 months or have been employed for at least 1,250 hours during the 12 month period immediately preceding the commencement of leave.

Employees having a serious medical condition or requesting leave to care for a family member with a serious medical condition must provide the City with an appropriate medical certification and, if the Employee does not request FMLA leave, the City may place an Employee on FMLA leave for leaves over one week of absence.

**SECTION 21. VACATION ACCRUAL**

- a) Miscellaneous Executive Management Employees, with the exception of temporary appointments, shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 4.616 hours per pay period during the first five years of continuous full-time employment with the City; at the rate of 5.231 hours per pay period between the Employee's fifth and tenth anniversary date of continuous full-time employment; and at the rate of 6.154 hours per pay period after ten years of continuous full-time employment with the City. Additionally, Miscellaneous Executive Management Employees shall accumulate vacation at the rate of 6.154 hours per pay period after they have served 20 years in paid public service with all public agencies including at the City of Arcadia and any other public service organization where they were employed, subject to the written approval of the City Manager.
- b) Safety Executive Management Employees, and Employees in the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief, with the exception of temporary appointments, shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 4.616 hours per pay period during the first ten years of continuous full-time employment with the City; at the

rate of 6.77 hours per pay period between the Employee's eleventh and fifteenth anniversary date of continuous full-time employment; at the rate of 7.69 hours per pay period after fifteen years of continuous full-time employment with the City. Additionally, upon hire, Safety Executive Management Employees with 20 years of paid public service with any public agencies including the City of Arcadia and any other public service organization, subject to the written approval of the City Manager, shall accumulate vacation at the rate of 7.69 hours per pay period.

- c) Miscellaneous Management and Confidential Employees , with the exception of temporary appointments, shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 3.077 hours per pay period during the first five years of continuous full-time employment with the City; at the rate of 4.616 hours per pay period between the Employee's fifth and tenth anniversary date of continuous full-time employment; at the rate of 5.231 hours per pay period between the Employee's tenth and fifteenth anniversary date of continuous full-time employment; and at the rate of 6.154 hours per pay period after fifteen years of continuous full-time employment with the City.
- d) Battalion Chiefs in the Fire Department on a 24-hour shift shall accumulate vacation with pay beginning with the first full pay period of employment, at the rate of 6.924 hours per pay period during the first ten years of continuous full-time employment with the City, at the rate of 10.154 hours per pay period between the Employee's tenth and fifteenth anniversary date of continuous full-time employment; and at the rate of 11.076 hours per pay period after the completion of fifteen years of continuous full-time employment with the City.

- e) Law Enforcement Recruits shall not accrue vacation leave.

**SECTION 22. VACATION LEAVE**

- a) Executive and Management Employees shall take a minimum of 50% of their vacation days earned during the calendar year prior to the end of that calendar year.
- b) Executive Management Employees and Employees in the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief shall be allowed to accumulate the remaining 50% of their vacation time up to the amount accumable in 65 pay periods or 500 hours if the Employee has reached the maximum accrual rate. All other Management Employees and Confidential Employees shall be allowed to accumulate the remaining 50% of their vacation time up to the amount accumable in 65 pay periods. Employee Once an Employee has accumulated this amount, no more vacation will be accrued by the Employee until the Employee's accrual has been reduced below this maximum amount.
- c) When through work circumstances and needs of the job, an Employee has been unable to utilize vacation time and this has not been a pattern or practice for that Employee, the City Manager for good cause may approve excess accumulated vacation carried forward into the next fiscal/calendar year.
- d) Employees may sell back vacation time each calendar year at the hourly rate earned at the time the Employee opts to sell the time back subject to the following limitations:

Miscellaneous Executive Management Employees: Up to 120 hours

Miscellaneous Management Employees: Up to 80 hours

Safety Executive Management Employees: Up to 140 hours

Police Safety Management Employees: Up to 100 hours

Fire Safety Management Employees:

- Deputy Fire Chief up to 100 hours
- Fire Battalion Chief (40 hour work week) up to 100
- Fire Battalion Chief (56 hour work week) up to 150 hours.

Confidential Employees: Up to the amount of vacation taken during the year, by the date of the request, not to exceed a maximum of 80 hours in the calendar year.

**SECTION 23. SICK LEAVE FOR EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL EMPLOYEES**

- a) Executive, Management, and Confidential Employees, with the exception of temporary appointments, assigned to a 40 hour workweek, shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours. Management Employees assigned to a 56 hour workweek, with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is great. The maximum accrual per year is 144 hours.

- b) Paid sick leave will carry over each year of employment. Executive and Management Employees shall be allowed unlimited accumulation of sick leave. Confidential Employees may accumulate up to a maximum of 1,500 hours.
- c) If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

- d) Sick leave means paid authorized absence from duty of an Employee due to one of the following:
- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
  - Diagnosis, care, or treatment of an existing health condition of, or preventive care, for an employee's family member includes parent (biological, adoptive, foster parent, step parent, legal

guardian or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent; or

- For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

- e) Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section d. an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
- f) In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their Department Head within reasonable advance notice and explain the nature of the illness. If the paid sick leave is unforeseeable, the

employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 (thirty) minutes.

- g) The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- h) If an employee separates from employment with the City and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled work day, of accrued and unused sick leave will be reinstated.
- i) Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:.

Management Employees assigned to a 40 hour workweek

0 to 29 hours:	No accrual
30 to 59 hours:	1 hour
60 to 80 hours:	3.693 hours

Management Employees assigned to a 56 hour workweek

0 to 24 hours:	No accrual
25 to 55 hours:	2 hours
56 and above:	5.54 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits, as may be permitted under applicable retirement system laws and regulations.

- j) Upon appointment, the City Manager may grant Department Heads a bank of sick leave, not to exceed ninety-six (96) hours. This bank will be pro-rated for newly appointed Department Heads using five years as the maximum



employment period and using 20% for each full year of employment. For example, a newly appointed Department Head that has been employed by the City for two years would be eligible for 40% of the 96 hours (rounded up to the next whole number).

#### **SECTION 24. BEREAVEMENT LEAVE**

At the time of death, or where death appears imminent, in the immediate family, an Employee, with the exception of temporary appointments, may be granted a leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse, the Employee or Employee's spouse's mother or stepmother, father or stepfather, brother or sister, child or stepchild, grandparents, grandchildren, domestic partner, or any relative of the Employee or Employee's spouse residing in the same household. Such leave, up to four (4) working days at one time [or six (6) working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo, and Ventura], shall not be charged against sick or other leave. If more than the maximum days of Bereavement Leave provided in this Section is granted at one time, that amount over the limit shall be charged against sick or other leave. For Employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift.

#### **SECTION 25. MANAGEMENT LEAVE**

Executive and Management Employees shall be provided between zero (0) and eighty (80) hours of Management Leave per fiscal year on a pro-rata basis as determined by the City Manager. This determination shall be based upon work

circumstances, needs of the position, and frequency of required attendance at after-hour meetings and conferences. Such leave time is not accumulable, nor will compensation be paid in lieu thereof under any circumstances. When through work circumstances and needs of the job, an Employee has been unable to utilize Management Leave and this has not been a pattern or practice for that Employee, the City Manager, for good cause, may approve excess accumulated Management Leave carried forward in the next fiscal year.

#### **SECTION 26. WORKERS' COMPENSATION**

In those instances where an Executive, Management, or Confidential Employee is injured on duty and the injury is so recognized by the Workers' Compensation Act, the City of Arcadia, or the Workers' Compensation Appeal Board, such Employee shall be paid a combination of Workers' Compensation benefits and salary which will result in payment to the Employee of a sum equal to gross base salary. This sum will be paid for such time as the Employee is absent from duty because of such injury up to a maximum of one year for Executive and Management and 10 months for Confidential Employees from and after the date of such injury. Lost time due to an injury on duty shall not be charged against an Employee's accumulated sick leave.

#### **SECTION 27. JURY LEAVE**

When an Employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay for up to 10 days per year. All days in excess of 10 days will not be compensated. The Employee shall remit to the City all fees received except mileage. For Employees assigned to an alternate work week, pay for jury duty shall not be provided on regularly scheduled days off. The Employee shall be

entitled to keep the fee paid for scheduled days off. Employees on Jury Service shall provide documentation that verifies attendance. If, after reporting for Jury Service, it is determined that the Employee's services are not required and the Employee is dismissed for the day, then the Employee, time permitting, is required to return to the job. Employees who cannot verify Jury Service attendance and Employees who do not return to work shall be subject to disciplinary action.

#### **SECTION 28. COURT WITNESS LEAVE**

An Employee who is subpoenaed or required to appear in court as a witness shall be deemed to be on leave of absence. With approval of the appointing power and City Manager, an Employee may be granted leave with pay during their required absence. The Employee shall remit to the City fees received except mileage. A paid leave of absence shall not be granted for time spent in Court on personal cases.

#### **SECTION 29. MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of the applicable California State Law. All Employees entitled to military leave shall give the Department Head the right within the limits of military necessity and regulations to determine when such leave shall be taken.

If the Employee taking such leave for military service has been in the employ of the City for one (1) year or more, immediately preceding the date from which leave begins, they shall be allowed their regular salary or compensation for a period of not more than thirty (30) days in any calendar year or during any continuous leave of absence. If such Employee has been in the employ of the City for less than one (1)

year immediately preceding the date upon which such leave of absence begins, such leave granted under this Section shall be without pay.

Upon requesting military leave, the Employee must complete the required forms and submit a copy of their military orders to the City Manager through their appointing power.

The foregoing limitations on leave of absence do not apply to Employees who are drafted or receive order to military duty for extended periods of time during war or national emergencies.

Every Employee who has been on extended military duty shall report back for the performance of the duties of their employment within ninety (90) days after their discharge or release from military duty. Failure to do so shall be reason for termination of their employment. Acceptance of extended military duty on a voluntary basis shall be reason for termination of City employment.

Prior to being returned to employment from military leave, Employees shall submit other than a dishonorable discharge and take and pass the required medical examination by a physician designated by the City Manager. A returning Employee shall submit an honorable discharge and pass the required medical examination, or they shall not be entitled to return to their employment with the City. Employees on extended military leave shall not lose or accumulate sick leave, vacation, seniority or other privileges because of such leave.

### **SECTION 30. LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY**

- a) Upon verification of information from a medical authority that an Employee or an Employee's family dependent living within their household, or the Employee's

minor child, has been stricken by a serious/catastrophic illness or injury, and upon verification that the Employee is in danger of having their accumulated paid leave time depleted, an Employee may request, and the appointing power and City Manager may determine that an Employee is eligible to receive donations of accumulated vacation/compensatory time.

- b) Upon determination that an Employee is eligible, a notice shall be distributed to all Employees advising that accumulated vacation leave or compensatory time hours may be donated to the eligible Employee.
- c) The minimum number of hours that may be donated by an Employee is one (1) hour. The maximum donation by the Employee is eighty (80) hours. Only full-hour increments of leave time are transferable. Donation of time is limited to accrued vacation or compensatory time, and does not include accrued sick leave, holidays, or any other accumulated leave.
- d) The Employee to whom the vacation/compensatory time is donated will be credited at the salary rate of the recipient, not the donor. Donated hours shall be converted to the dollar rate of the donor then transferred to hours at the recipient's rate.
- e) The donation of leave hours is irreversible. However, should the person receiving the donation not use all donated leave for the catastrophic illness/injury, the donor will not be charged for any unused hours.
- f) An Employee may not donate leave hours which would reduce their own total accrued leave balance of vacation, compensatory time, sick leave, and management leave to less than 160 hours.

- g) If any Employee is caring for a family dependent living within their household, or the Employee's minor child, their time away from work on donated leave shall not exceed 12 weeks in a 12 month period. A 12 month period is defined as a rolling period measured backward from the date leave is taken and continuous with each additional leave day taken.

### **SECTION 31. LEAVE DEDUCTIONS**

Executive, Management, and Confidential Employees shall be deducted leave time (either sick, vacation, floating holiday, or management leave as appropriate) for absences from work for periods of less than a day (a full daily shift).

### **SECTION 32. HOLIDAYS**

- a) Executive, Management, and Confidential Employees other than Fire Safety Management Employees shall be allowed eight (8) hours (unless otherwise stated) of full pay for the following holidays:

New Year's Day – January 1

President's Day – The third Monday in February

Memorial Day – The last Monday in May

Independence Day – July 4

Labor Day – The first Monday in September

Veteran's Day – November 11

Thanksgiving Day – The fourth Thursday in November

The Friday following the fourth Thursday in November

Christmas Eve – December 24 – (4 hours)

Christmas Day - December 25

New Year's Eve – December 31 – (4 hours)

Floating Holiday – In lieu of Martin Luther King's Birthday

Floating Holiday – In lieu of Admission Day

Floating Holiday – (not assigned to a specific holiday)

Every day appointed by the City Council for a public fast, thanksgiving, or holiday.

- b) Whenever New Year's Day (January 1) Independence Day (July 4), Veteran's Day (November 11), or Christmas Day (December 25) falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be designated as the holiday.
- c) Floating holidays are to be scheduled by the Employee in the same manner as vacation leave and do not carry over into subsequent fiscal years. Failure to timely schedule the days off shall result in their loss. If the City adopts Dr. Martin Luther King's birthday as a fixed Citywide holiday, the floating holiday based thereon shall cease and the eligible Employee shall receive the fixed Citywide holiday.
- d) Full-time Employees in the Executive, Management, and Confidential unit employed on July 1 of the fiscal year shall conditionally accrue sixteen (16) hours of floating holiday for the aforementioned Holidays. If the Employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is designated (Dr. Martin Luther King's birthday and/or Admission Day), said floating holiday leave shall be repaid to the City through payroll deduction or deducted from the Employee's vacation leave bank.

Employees hired after the beginning of the fiscal year shall accrue floating holidays only if the Employee is employed before the date on which the floating holiday is based (Dr. Martin Luther King's birthday and/or Admission Day). As an example, an Employee hired on July 15, would receive a floating holiday for both holidays for that fiscal year. However, if that same Employee was hired on March 15, the Employee would not receive any floating holiday benefit for that fiscal year.

- e) A non-exempt Employee required to work or attend a class or function on any holiday allowed by this Section shall be paid for the holiday, and in addition, shall be compensated in accordance with the Fair Labor Standards Act (FLSA) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence shall be added to the number of working days' leave of absence to which such Employee is entitled.
- f) Executive Management, and Confidential Employees assigned to an alternate work week may use accrued vacation time, accrued compensatory time, floating holiday time, or unpaid leave to make up the difference between the provided hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday.
- g) Executive, Management, and Confidential Employees who are assigned to an alternate work schedule shall receive one (1) extra hour of holiday for any holiday that falls on a scheduled work day of nine (9) hours or more. For example, if a



holiday falls on a day that an Employee is scheduled to work nine (9) hours, the Employee shall receive nine (9) hours of holiday pay.

- h) Management Employees assigned to the Fire Department and working a 56 hour work week shall be limited to allow the following twelve (12) hour holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Admission Day
President's Day	Columbus Day
Cesar Chavez Day	Thanksgiving Day
Independence Day	The Day After Thanksgiving
Labor Day	Christmas

In lieu of time off, the position of Battalion Chief working a 56 hour work week shall receive 144 hours of regular rate of pay.

- i) The positions of Police Captain and Police Lieutenant have the option of receiving up to twenty-five (25) hours of floating holiday pay in cash in lieu of taking the time off.

### **SECTION 33. SEVERANCE PAY**

- a) An Employee, with the exception of temporary appointments and Department Heads, whose position is abolished or vacated by a reduction in work load or lack of funds, and has at least one (1) year of consecutive full-time service with the City shall receive, upon termination, severance pay. Severance pay shall be a lump sum payment equal to 1/5<sup>th</sup> of an Employee's previous month's salary times the number of years of consecutive service, not to exceed ten (10) years of service. Additionally, the City shall: 1) contract with a mental health carrier to

provide transitional counseling services to affected Employees for up to three (3) months; and 2) contract with a displacement service provider to provide professional guidance and assistance for the laid off Employee in their employment search for up to three (3) months. The displaced Employee shall also receive one full month of paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff.

- b) A Department Director whose position is abolished or vacated by a reduction in work load or lack of funds, or who is involuntarily removed from their position and has at least one (1) year of consecutive full-time service with the City may receive, upon termination, severance pay. Severance pay as authorized by the City Manager, shall be a lump sum payment, and can be any amount up to six (6) months' salary. The displaced Employee shall also receive paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff or termination. The amount of paid health insurance coverage shall be equal to the length of the severance pay that was granted under this paragraph. At the discretion of the City Council, the severance pay and continuation of health benefits may be increased for an additional period of time.

#### **SECTION 34. WORK DAY SCHEDULES**

A work day shall be defined as an 8-hour period for all City Employees, with the exception that Fire Employees assigned to 24-hour shift; a day means a 12-hour period. A work day may be defined differently if an Employee is assigned to an alternative work

schedule. An Employee who changes between an 8-hour and a 12-hour day shall have leave hours recalculated on the basis of the number of hours worked.

### **SECTION 35. Y-RATING – MANAGEMENT EMPLOYEES**

Y-Rating occurs when a position is reclassified to a lower salary range and where an incumbent Employee continues to hold their current salary until the “Y-rating” process brings the Employee’s salary to the top step of the new salary range for that position. Y-rating shall not be permissible for Executive Management Employees.

If a Y-Rated salary of an Employee is greater than 7.5% higher than the top step of a newly-established salary range, then the Y-Rated salary shall be reduced by up to 5% the first pay period in January, and up to 5% the first pay period in July, until the range of the Y-Rated salary is 7.5% greater than the top step of the new salary range. The Y-Rated salary range of an Employee that is 7.5% or less greater than the top step of the newly-established salary range shall not receive any adjustment until such time that the top step of the new salary range is greater than the Y-Rated salary range.

### **SECTION 36. SICK LEAVE FOR PART TIME UNREPRESENTED EMPLOYEES, INCLUDING LAW ENFORCEMENT RECRUITS**

- a) Part-Time Unrepresented Employees, including Law Enforcement Recruits, shall accrue sick leave beginning with the first full pay period of employment on the basis of 1 hour for every 30 hours worked. The maximum accrual per year is 48 hours.

Paid sick leave will carry over each year of employment however an employee may only accumulate up to a maximum of 48 hours or 6 days, whichever is

greater depending on the employee's regular scheduled work day, of sick leave with pay.

- b) If an employee separates from employment and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled work day, of accrued and unused sick leave will be reinstated.
- c) A waiting period of 90 days is required before an employee may be eligible to use paid sick leave. An employee who is rehired within one year from their date of separation, and who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90 day qualifying period to be able to use accrued sick leave with pay.
- d) If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular

scheduled work day, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

e) Sick leave means paid authorized absence from duty of an Employee due to one of the following:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
- Diagnosis, care, or treatment of an existing health condition of, or preventive care, for an employee's family member includes parent (biological, adoptive, foster parent, step parent, legal guardian or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent; or
- For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

f) Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section d. an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be

made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.

- g) In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their supervisor within reasonable advance notice and explain the nature of the illness. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 (thirty) minutes.
- h) The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- i) Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:.

0 to 29 hours:	No accrual
30 to 59 hours:	1 hour
60 to 80 hours:	2 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment.

## **SECTION 37. FRINGE BENEFITS – ELIGIBILITY**

The City Council, Executive, Management, Confidential Employees, and Unrepresented benefitted Employees, as defined in Section 2 (including only those

Employees who at minimum receive CalPERS Retirement Benefits and Health Insurance contributions) not represented by a recognized Employee organization, with the exception of temporary appointments, shall be entitled to receive the benefits provided by the City of Arcadia as specified in the Resolution adopting said benefits.

Part-Time Unrepresented Employees as defined in Section 2 shall be entitled to receive the sick leave benefits as provided in Section 36.

**SECTION 38. AMENDMENTS**

Any modifications or amendments to the terms of this Resolution shall be implemented by a City Council approved Resolution directing inclusion of the modification or amendment as part of this Resolution.

**SECTION 39. CERTIFICATION – ADOPTION OF RESOLUTION**

The City Clerk shall certify to the adoption of Resolution No. 7080. Passed, approved and adopted the 7<sup>th</sup> day of July, 2015.

RESOLUTION NO. 7080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING AMENDMENTS FOR FRINGE BENEFITS AND RELATED COMPENSATION FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT, AND UNREPRESENTED EMPLOYEES OF THE CITY OF ARCADIA

WHEREAS, City Council Resolution No. 7014 sets forth various fringe benefits and related compensation for officials, officers, management, and unrepresented employees of the City (the "Fringe Benefits Resolution"); and

WHEREAS, in September 2014, the Governor signed Assembly Bill 1522 (AB1522), which provides that employees who, on or after July 1, 2015, work in California for 30 or more days are entitled to paid sick days for prescribed purposes; and

WHEREAS, the CalPERS Office of Audit Services conducted a public agency review and provided recommendations on November 2014 for modifications to the Fringe Benefits Resolution; and

WHEREAS, Section 36 of the Fringe Benefits Resolution provides for amendment and modification thereof by City Council resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves amendments of the Fringe Benefits Resolution pertaining to fringe benefits and related compensation for City Council, Executive Management, Management, and Unrepresented Employees of the City of Arcadia in order to incorporate the provisions of AB1522 and modifications recommended by Office of Audit Services with CalPERS.



SECTION 2. This Resolution shall become effective upon its adoption.

SECTION 3. Any resolutions adopted prior to this Resolution which are inconsistent herewith are hereby repealed to the extent they are inconsistent, effective upon the date of adoption of this Resolution.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

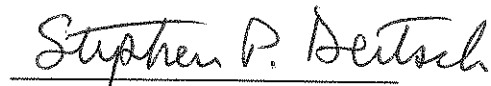
Passed, approved and adopted this 7<sup>th</sup> day of July, 2015.

  
Mayor of the City of Arcadia

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

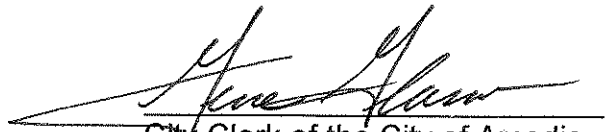
  
Stephen P. Deitsch  
City Attorney

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) SS:  
CITY OF ARCADIA            )

I, GENE GLASCO, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7080 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 7th day of July, 2015 and that said Resolution was adopted by the following vote, to wit:

AYES:           Council Member Beck, Chandler, Kovacic, Tay and Wuo

NOES:           None

  
\_\_\_\_\_  
City Clerk of the City of Arcadia